

City of Durham North Carolina

Contract Authorization

(To be completed by Department)

Date of Contract

6/14/2010

Department

S-Fleet Management Department

Contract No. (If previously Assigned)

Durham Administrator (Must be MUNIS user)

Clayton Hearne

Contract Type

GRA-Grants

Vendor Information

Vendor Name

Southern Research Institute

Address 1

2000 Ninth Avenue South

Address 2

City Birmingham

State AL

Zip 35205

Phone 919.682.1062

Fax 919.682.1060

Email crews@southernresearch.org

General Information

Capital Project Ordinance Number

Grant Project Ordinance Number

Payment Terms

None

Progress Payments

None

Advertising: ☐ Advertising was done ☒ Advertising not required

Performance Bond: ☐ Enclosed ☐ Not Required ☐ Waived by Council for this project

Payment Bond: ☐ Enclosed ☐ Not Required ☐ Waived by Council for this project

Privilege License: ☐ Yes ☐ No ☐ Exempt

Insurance Requirements: ☐ Yes ☐ No

Contract Period Start 6/14/2010

Finish 3/31/2011

Contract Funding Breakdown

(Please input the fiscal year and account code for amounts of funding for this contract.)

Fiscal Year	Org Code	Object Code	Project Code	Amount

Total Contract Amount: \$0

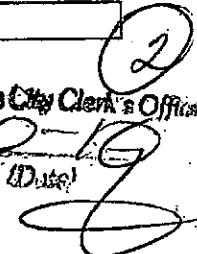
Authorization

City Council: Meeting Date

Agenda Item#

City Manager:

Date

2
Approved in City Clerk's Office
7-30-10
(Date)


Department Head or Designee:

Larry K. Cook

☐
☐

The City Attorney's Office is to review the way the Contractor has signed the contract.

The City Attorney's Office is to review the way a bond has been signed.

City Attorney's Office

Date:

Comments

Department of Finance Use Only

Contract Number

7532

Compliance

Asst

Funds Availability

NA

Date Encumbered

7/21/2010

CONTRACT MUST BE EXECUTED BY VENDOR PRIOR TO CITY AUTHORIZATION

SUBCONTRACT NUMBER S10-003
Between
SOUTHERN RESEARCH INSTITUTE
And
CITY OF DURHAM, NORTH CAROLINA

This Subcontract is entered into by and between SOUTHERN RESEARCH INSTITUTE, 2000 Ninth Avenue South, Birmingham, Alabama 35205, a non-profit research corporation organized under the laws of the State of Alabama (hereinafter referred to as "SOUTHERN"), and the CITY OF DURHAM, NORTH CAROLINA (hereinafter referred to as "SUBCONTRACTOR"). This Subcontract is issued pursuant to Agreement Number 2A-83441201-0 between SOUTHERN and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (hereinafter referred to as "EPA").

The said parties do mutually agree as follows:

1. INDEPENDENT CONTRACTOR

The SUBCONTRACTOR agrees to perform the services described herein as an independent contractor of SOUTHERN, and in no event shall any agents or employees of the SUBCONTRACTOR be deemed the agents or employees of SOUTHERN.

2. TYPE OF SUBCONTRACT

This Subcontract is a firm-fixed-price contract as defined in Federal Acquisition Regulation (FAR) 16.202.

3. PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall commence on April 1, 2010 and shall terminate on March 31, 2011, unless terminated earlier or extended by mutual agreement as evidenced by a modification hereto.

4. STATEMENT OF WORK

SUBCONTRACTOR shall perform the services further described in Appendix A.

5. PAYMENT

This is a firm-fixed-price type contract. The total cost is \$25,000 USD. SOUTHERN is not obligated to reimburse SUBCONTRACTOR for amounts in excess of this cost. The obligations of SOUTHERN under this Subcontract are contingent upon availability of funds from the EPA.

SUBCONTRACTOR's requests for payment shall be submitted no more frequently than monthly to the attention of Ms. Sandra Staas, Southern Research Institute, 2000 Ninth Avenue South, Birmingham, Alabama 35255 with a copy to Mr. Tim Hansen, Southern Research Institute, 5201 International Drive, Durham, North Carolina 27712.

6. PROJECT MANAGER

Mr. Tim Hansen is the designated Project Manager for SOUTHERN. The Project Manager is responsible for guiding the technical work being performed under this Subcontract and for the general supervision of the work performed, but is not authorized to initiate changes in or deviations from the provisions of this Subcontract unless and until such changes are authorized by a written modification to this Subcontract.

7. TRAVEL

Travel-related expenses are not reimbursable under this Subcontract.

8. SUBCONTRACTING AND THE USE OF CONSULTANTS

SUBCONTRACTOR shall not enter into any agreement to subcontract any or all of the work to be performed or employ any consultants under this Subcontract without the prior written consent of SOUTHERN.

9. INDEMNITY

SUBCONTRACTOR shall indemnify and hold harmless SOUTHERN and its representatives and employees from and against any and all demands, claims, suits, or actions of any character presented or brought on account of any injuries, losses, or damages sustained by any person or property in consequence of any negligence or willful misconduct of SUBCONTRACTOR in performing the obligations imposed on it herein. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation and costs of defense associated with such demands, claims, claims, suits or actions.

SUBCONTRACTOR shall further indemnify, save harmless and defend SOUTHERN from all fines, penalties, and liabilities imposed by any federal agency or department, or costs or profits disallowed or reduced by any federal agency or department arising out of claims on account of, or predicated upon, the submission of defective pricing data by the SUBCONTRACTOR.

10. WARRANTIES AND GUARANTEES

SUBCONTRACTOR warrants and guarantees that:

- (a) it is financially and technically qualified to perform the services;
- (b) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Subcontract;
- (c) the supervision and workmanship furnished with respect to performance of the services shall be in accordance with sound and currently accepted scientific standards and engineering practices;
- (d) all workmanship furnished by it in performance of the services or any portion thereof shall be free of defects and the workmanship shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;
- (e) neither the SUBCONTRACTOR nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which would constitute a basis for any claim that the performance of the services or any part thereof infringes any patent or otherwise interferes with any other right of any person or organization;
- (f) there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the services or SOUTHERN's or EPA's rights hereunder; and
- (g) it has no actual knowledge that any information or document or statement furnished by the SUBCONTRACTOR in connection with this Subcontract contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the services.

11. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The SUBCONTRACTOR warrants that, to the best of its knowledge and belief, there are no relevant factors or circumstances which could give rise to an organizational conflict of interest.
- (b) The SUBCONTRACTOR agrees that if an actual or potential organizational conflict of interest is discovered after award of the Subcontract, the SUBCONTRACTOR will make a full disclosure in writing to SOUTHERN. This disclosure shall include a description of actions which the SUBCONTRACTOR has taken or proposes to take,

after consultation with SOUTHERN, to avoid, mitigate, or neutralize the actual or potential conflict.

12. STOP WORK ORDER; TERMINATION

(a) Stop Work Order

- (1) SOUTHERN may at any time, by written order to the SUBCONTRACTOR, require the SUBCONTRACTOR to stop all or any part of the services called for by this Subcontract for a period of up to ninety (90) days and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop work order issued pursuant to this section. Upon receipt of such an order, the SUBCONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the services covered by the order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a stop work order is delivered to the SUBCONTRACTOR, or within any extension of that period to which the parties have agreed, SOUTHERN shall either:
 - i.) by written notice to the SUBCONTRACTOR, cancel the stop work order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the SUBCONTRACTOR, or
 - ii.) terminate the services covered by such order as provided in the termination section of this article.
- (2) If a stop work order issued under this section is cancelled or the period of the order or any extension thereof expires, the SUBCONTRACTOR shall resume performance of the services. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Subcontract that may be affected, and the Subcontract shall be modified in writing accordingly, if:
 - i.) the stop work order results in an increase in the time required for, or in the SUBCONTRACTOR's cost properly allocable to, the performance of any part of this Subcontract, and
 - ii.) the SUBCONTRACTOR asserts a claim for such adjustments within thirty (30) days after the end of the period of that the services were discontinued; provided

that, if SOUTHERN decides the facts justify such action, SOUTHERN may receive and act upon any such claim asserted at any time prior to final payment under this Subcontract.

- (3) If a stop work order is not cancelled and the services covered by such an order are terminated, the reasonable costs resulting from the stop work order shall be allowed, by equitable adjustment or otherwise.
- (4) Notwithstanding the provisions of this section, the maximum amount payable by SOUTHERN to the SUBCONTRACTOR pursuant to this section shall not be increased or deemed to be increased except by written amendment hereto.

(b) Termination

This Subcontract may be terminated by SOUTHERN at any time during the term of this Subcontract with or without cause, upon thirty (30) days prior written notice to the SUBCONTRACTOR. In such event, compensation shall be paid to the SUBCONTRACTOR for services performed and expenses incurred prior to the effective date of termination.

13. WAIVERS

The failure of either party to enforce at any time any provision or provisions of the Subcontract, the failure to exercise any option provided, or the failure to require performance at any time, shall in no way be construed to be a waiver of such provision(s), nor in any way to affect the validity of this Subcontract or any part thereof, or the right of either party thereafter to enforce every such provision.

14. AUDIT AND ACCESS TO RECORDS

SUBCONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance under this Subcontract in accordance with generally accepted accounting principles and practices consistently applied. The Comptroller General of the United States, EPA, SOUTHERN, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit, and copying. SUBCONTRACTOR shall provide proper facilities for such access and inspection and shall provide copies of all such books, records, documents and other evidence as reasonably requested. Such records shall be maintained until SOUTHERN is released from its obligations to retain such records under its agreement with the EPA as evidenced by a notice to the SUBCONTRACTOR.

Audits conducted under this provision shall be in accordance with generally accepted auditing standards of the United States and with established procedures and guidelines of the reviewing or audit agency.

15. DEBARMENT AND SUSPENSION

SUBCONTRACTOR's signature on this Subcontract is considered to be a certification by the SUBCONTRACTOR that, to the best of its knowledge and belief, that the SUBCONTRACTOR:

- (a) is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) has not within a three-year period preceding the offer on which this Subcontract is based, been convicted of or had a civil judgment rendered against SUBCONTRACTOR for: (1) commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; (2) violation of Federal or state antitrust statutes relating to the submission of offers; or (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above;
- (d) has not, within a three-year period preceding this offer, had one or more contract terminated for default by a Federal agency.

16. GOVERNING LAW

This Subcontract is subject to all state and federal laws pertaining hereto, and its construction shall be governed by the laws of the State of North Carolina.

17. LOBBYING RESTRICTIONS

By accepting funds under this Subcontract, SUBCONTRACTOR agrees that none of the funds received will be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before the United States Congress.

18. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

SUBCONTRACTOR shall immediately notify SOUTHERN, if SUBCONTRACTOR seeks to liquidate assets, reorganize, dissolve, an appointment is made of a receiver, conservator, trustee or other officer with

similar powers, or if SUBCONTRACTOR becomes insolvent due to an inability to pay debts as they become due.

19. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable public laws of the United States of America;
- (b) Applicable prevailing regulations governing Cooperative Agreement Number 2A-83441201-0.
- (c) Other provisions of this Subcontract.

20. APPLICABLE EPA COOPERATIVE AGREEMENT PROVISIONS

It is understood that this Subcontract is awarded in support of Cooperative Agreement Number 2A-83441201-0 and is governed by all applicable EPA statutory provisions, 40 CFR Chapter 1, Subchapter B, and all EPA Administrative Terms and Conditions. All provisions of Cooperative Agreement Number 2A-83441201-0 shall apply to SUBCONTRACTOR as if fully set forth herein.

21. PRIME CONTRACT AND CLAUSES INCORPORATED BY REFERENCE

SUBCONTRACTOR expressly acknowledges that it has been made aware of the contents of the clauses of Cooperative Agreement Number 2A-83441201-0. Applicable reference clauses have the same force and effect as if they were provided in full text and are incorporated herein as Appendix B. SUBCONTRACTOR agrees to be bound by all the terms of these clauses.

For the purposes of interpretation, the modifications listed below are applicable to the clauses incorporated by reference, unless the clear meaning or intent of the specific clause indicates otherwise or creates a contradictory intent of this Agreement.

- A. The term "Agreement", "Contract", or "Cooperative Agreement" means "SUBCONTRACT".
- B. The term "Recipient" means "SUBCONTRACTOR".
- C. The term "Subrecipient" shall mean "SUBCONTRACTOR".
- D. The term "Government" or "EPA" means "SOUTHERN" or whenever necessary or desirable to protect the interests of either SOUTHERN, the Government or the EPA.

22. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The recipient must obtain any required permits and comply with all applicable federal, state, and municipal laws, codes, and regulations related to this Subcontract.

23. REMEDIES

All claims, counter-claims, disputes and other matters in question between SUBCONTRACTOR and SOUTHERN arising out of, or relating to, this Subcontract or the breach of it will be decided in a court of competent jurisdiction within the State of North Carolina.

24. NOTICE OF DELAYS

Whenever SUBCONTRACTOR has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the services, the SUBCONTRACTOR shall within five (5) days give notice thereof, including all relevant information with respect thereto, to SOUTHERN.

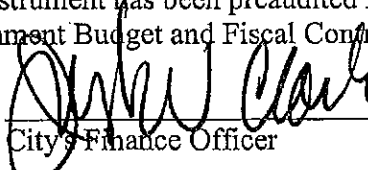
25. SEVERABILITY OF PROVISIONS

If any provision of this Subcontract shall for any reason be declared to be unlawful, invalid or unenforceable, then remaining portions shall remain in full force and effect as if this Subcontract had been executed without such unlawful, invalid or unenforceable provision.

26. ENTIRE AGREEMENT

This Subcontract and attachments contain the entire agreement between the parties, and supersedes all other communications, oral and written, relating to the subject matter of this Subcontract. This Subcontract may be amended or modified by a written instrument signed by both parties.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



City's Finance Officer

7-24-0

Date

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Subcontract to be duly executed as of the last date set forth below.

CITY OF DURHAM, NORTH CAROLINA

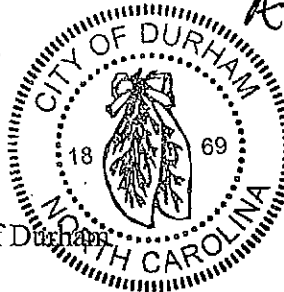


Signature

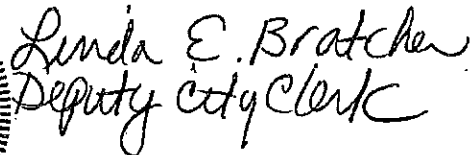
By: Ted Voorhees

Title: Deputy City Manager, County of Durham

Acknowledgment



Attest:


Linda E. Bratcher
Deputy City Clerk

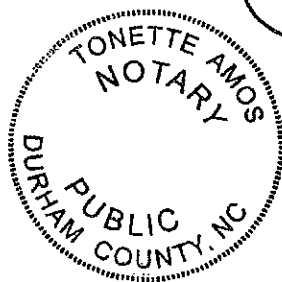
STATE OF NORTH CAROLINA

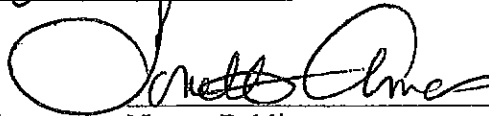
By City of Durham

I, Tonette Amos, a notary public in and for said county and state, certify that Linda E. Bratcher, personally appeared before me this day and acknowledged that she is City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its Deputy City Manager, sealed with its corporate seal and attested by herself as its said City Clerk.

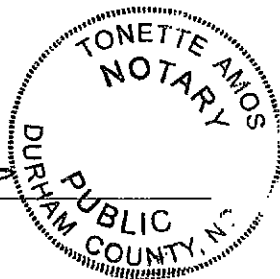
Dated this 30th day of July, 2010

My commission expires: 07-17-2012





Notary Public



SOUTHERN RESEARCH INSTITUTE

David A. Rutledge
Signature

By: David A. Rutledge
Title: Chief Financial Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, Marsha P. Hatfield, a notary public in and for said county and state, certify that David A. Rutledge, personally appeared before me this day and acknowledged that he is the Chief Financial Officer of SOUTHERN RESEARCH INSTITUTE, a non-profit corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

Dated this 14th day of June, 2010

My commission expires: July 15, 2010

Marsha P. Hatfield
Notary Public



Appendix A

Statement of Work

The SUBCONTRACTOR owns and operates diesel vehicles and diesel vehicle equipment suitable for retrofit under the emerging emission control technology program. SUBCONTRACTOR shall provide several suitable pieces of on-road and non-road vehicles and equipment in support of SOUTHERN's demonstration of the effectiveness of new emerging technology emission control devices. More specifically, SUBCONTRACTOR's vehicles and equipment includes heavy and light duty on-road trucks, rubber tire loaders, excavators, bulldozers, tractors, and off-road trucks.

Furthermore, SUBCONTRACTOR shall host the in-use evaluations of suitable retrofit diesel emission control technologies on representative units from the fleet. A total of 16 selective catalytic reduction (SCR) technologies for reduction of NOx emissions from diesel vehicles and equipment shall be installed at the SUBCONTRACTOR's fleet garage. The SUBCONTRACTOR understands that EPA will fund and SOUTHERN will oversee the installation of the control equipment or other emissions reducing technologies.

The SUBCONTRACTOR shall also provide:

- An area in their facility for the emerging technology installations and any shop services necessary for retrofitting the equipment.
- Receiving and storage of the emerging technologies in a safe environment
- Technicians for training and installation of emission control devices
- Technicians for training on the demonstrations for the proper and safe performance of the control systems and equipment immediately after installation prior to placing the equipment in-use.
- Storage and dispensing area for urea and must maintain the specified urea level on all the test equipment
- SOUTHERN's test staff access to the selected equipment for installation of portable activity measurement systems (PAMs) and portable emission measurement systems (PEMs) for activity and emission monitoring tasks
- Tracking the new emerging technology equipment
- Reporting on the technologies hours of use, problems, remedies, and concerns on a monthly basis
- Reporting as required by the American Recovery and Reinvestment Act

SOUTHERN RESEARCH INSTITUTE

David A. Rutledge
Signature

By: David A. Rutledge
Title: Chief Financial Officer

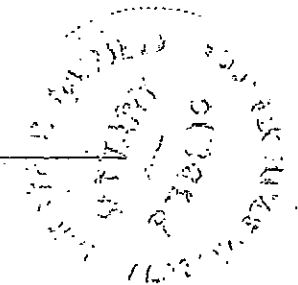
STATE OF ALABAMA
JEFFERSON COUNTY

I, Marsha P. Hatfield, a notary public in and for said county and state, certify that David A. Rutledge, personally appeared before me this day and acknowledged that he is the Chief Financial Officer of SOUTHERN RESEARCH INSTITUTE, a non-profit corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

Dated this 14th day of June, 2010

My commission expires: July 15, 2010

Marsha P. Hatfield
Notary Public



Appendix A

Statement of Work

The SUBCONTRACTOR owns and operates diesel vehicles and diesel vehicle equipment suitable for retrofit under the emerging emission control technology program. SUBCONTRACTOR shall provide several suitable pieces of on-road and non-road vehicles and equipment in support of SOUTHERN's demonstration of the effectiveness of new emerging technology emission control devices. More specifically, SUBCONTRACTOR's vehicles and equipment includes heavy and light duty on-road trucks, rubber tire loaders, excavators, bulldozers, tractors, and off-road trucks.

Furthermore, SUBCONTRACTOR shall host the in-use evaluations of suitable retrofit diesel emission control technologies on representative units from the fleet. A total of 16 selective catalytic reduction (SCR) technologies for reduction of NOx emissions from diesel vehicles and equipment shall be installed at the SUBCONTRACTOR's fleet garage. The SUBCONTRACTOR understands that EPA will fund and SOUTHERN will oversee the installation of the control equipment or other emissions reducing technologies.

The SUBCONTRACTOR shall also provide:

- An area in their facility for the emerging technology installations and any shop services necessary for retrofitting the equipment.
- Receiving and storage of the emerging technologies in a safe environment
- Technicians for training and installation of emission control devices
- Technicians for training on the demonstrations for the proper and safe performance of the control systems and equipment immediately after installation prior to placing the equipment in-use.
- Storage and dispensing area for urea and must maintain the specified urea level on all the test equipment
- SOUTHERN's test staff access to the selected equipment for installation of portable activity measurement systems (PAMs) and portable emission measurement systems (PEMs) for activity and emission monitoring tasks
- Tracking the new emerging technology equipment
- Reporting on the technologies hours of use, problems, remedies, and concerns on a monthly basis
- Reporting as required by the American Recovery and Reinvestment Act

APPENDIX B

1. Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results; Recipient agrees to comply with 40 C.F.R. 30 or 40 C.F.R. 31, as applicable, for assistance agreements.

2. Quarterly Reporting and Environmental Results

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. In general, quarterly reports will include summary information on technical progress, planned activities for next quarter and expenditures. Award recipients will be provided with additional information and guidance on reporting performance measures and project progress, including those related to the Recovery Act, and a schedule for submission of quarterly reports, after award. Recipient agrees to comply with Division A, Title XV, Subtitle A, §1512 of the Recovery Act (section 1512) and any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

The first reporting period begins at the project start date.

Reporting Period: July 1 – September 30, due date October 10

Reporting Period: October 1 – December 31, due date January 10

Reporting Period: January 1 – March 31, due date April 10

Reporting Period: April 1 – June 30, due date July 10

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

3. Final Report

The final project report will include a summary of the project or activity, actual results (outputs and outcomes) and costs, the successes and lessons learned for the entire project as well as all categories of information required for quarterly reporting. This report shall be submitted to the Project Officer within 90 days after the expiration or termination of the assistance agreement. Recipient understands that the final report will include actual emissions benefit calculations and an updated, detailed fleet description. Recipient agrees to comply with Division A, Title XV, Subtitle A, §1512 of the Recovery Act (section 1512) and any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

4. Use of Funds Restriction

Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under Federal, State or local law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered to be "mandated", regardless of whether the reductions are included in the State implementation plan of a State.

Recipients, in consultation with the technology manufacturer and in accordance with the approved workplan and budget, may use funding provided under this award to conduct testing that will further support the development and document the in-use operation of emerging technologies.

5. Procurement and Subgrant Procedures

The recipient must follow applicable procurement and sub-grant procedures. EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, Recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 40 CFR Part 30 or 40 CFR Part 31, as appropriate. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, conduct cost and price analyses, and use sub-grants only for financial assistance purposes, in accordance with Subpart B Section .210 of OMB Circular A-133.

6. Uniform Administrative Requirements

Recipient agrees to comply with 40 C.F.R. Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments.

7. Equipment Disposition

Equipment is defined as tangible non-expendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the equipment acquired under this assistance agreement will be subject to the property disposition regulations at 40 CFR 30.34 or 40 CFR 31.32, as applicable. Specifically, the Recipient is instructed to continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired for the remainder of its useful life, whether or not the project or program continues to be supported by federal funds and shall not encumber the equipment without approval of EPA.

If a vehicle, engine or nonroad equipment on which a verified or certified technology meeting the definition of equipment is installed reaches the end of its useful life, and the verified or certified technology has a remaining useful life of more than one year, the Recipient is instructed to use the verified or certified technology on another eligible vehicle, engine or nonroad equipment equivalent to the vehicle, engine or nonroad equipment on which it was originally installed and to continue to use the verified or certified technology for its original purpose until the end of its useful life.

Please be advised that these disposition instructions are applicable to assistance agreement recipients and any other third-party recipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired under assistance agreements in accordance with State laws and procedures.

8. **Subaward Policy**

Recipient agrees to follow applicable sub-grant procedures in accordance with 40 CFR Part 30, or Part 31, as appropriate. Subgrants/subawards do not have to be competed; however, successful applicants cannot use subgrants/subawards to avoid requirements in EPA regulations for competitive procurement by using subgrants/subawards to acquire commercial services or products from for-profit organizations.

Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:
<http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:
<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

9. State and Local Subrecipients

State and local government sub-recipients are subject to the provisions of regulations in 40 CFR Part 31, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

10. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.eppls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. Trafficking Victim Protection Act of 2000

Recipients, in consultation with the technology manufacturer and in accordance with the approved workplan and budget, may use funding provided under this award to conduct testing that will further support the development and document the in-use operation of emerging technologies.

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

12. Drug-Free Workplace Certification – All Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

13. Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

14. Lobbying and Litigation – All Recipients

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

15. Recycling and Waste Prevention

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

16. Inspector General Reviews

In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42; and in accordance with the provisions of section 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the recipient, any of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

Recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

17. Protection of Whistleblowers

In accordance with section 1553 of the American Recovery and Reinvestment Act of 2009 (Act), recipient agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to a grant awarded or issued relating to covered funds.

18. False Claim

The grantee, and its sub-grantees must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or sub-grants awarded by the grantee.

19. Limit on Funds

Recipient shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

20. Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and 2 CFR §176.50

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public. The report will be posted to Recovery.gov.

(b) The recipient of American Recovery and Reinvestment Act (Recovery Act) funds must report on the use of the funds by submitting the SF-PPR-Recovery form not later than 10 days after the end of each calendar quarter to EPA. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. The initial report is due by October 10, 2009.

(c) Recipients and their first-tier subrecipients must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

Recipient agrees to use an EPA enterprise solution for reporting that reflects guidance from OMB. Specific guidance on the process, procedures, data tables, and schemas for reporting (which will rely on existing services such as the Exchange Network) will be published to recipients no later than 30 days after the OMB publishes its final guidance on recipient reporting. Recipient agrees to comply with any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

21. Single Audits

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

The recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

22. Transparency and Accountability – Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities of Informing Subrecipients, 2 CFR §176.210

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart __, 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- (d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

23. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

24. OMB Guidance

This award is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including M-09-10 Initial Implementing Guidance for the American Recovery and Reinvestment Act (February 18, 2009); M-09-15 Updated Implementing Guidance for the American Recovery and Reinvestment Act of 2009 (April 3, 2009); M-09-16, Interim Guidance Regarding Communications With Registered Lobbyists About Recovery Act Funds (April 7, 2009); and M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009), available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

25. Misleading Information

The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil, or administrative fines and/or penalties.

26. Utilization of Small, Minority, and Women's Business Enterprises

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the State of North Carolina as follows:

	MBE	WBE
Construction	8.00%	5.00%
Supplies	7.00%	9.00%
Services	7.00%	9.00%
Equipment	4.00%	9.00%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as State of North Carolina.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

27. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30th for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to Veronica Squirrell, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51275, Washington, DC 20460, 202-564-5347. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

28. ARRA Logo

This project receives funding under the American Recovery and Reinvestment Act of 2009

(Recovery Act) and the grantee, sub-grantee or loan recipient must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained from the EPA grants office listed in this award document. If the EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the grantee, sub-grantee or loan recipient received financial assistance from EPA for the project.

29. Additional Compliance Provisions

Recipients and subrecipients of Recovery Act funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and subrecipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

For questions about these civil rights obligations, please call the EPA's Office of Civil Rights at 202-564-7272 or contact us via e-mail: <http://www.epa.gov/civilrights/comments.htm>.

30. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401.

Pursuant to the Bayh-Dole Act (set forth in Title 35 USC Sections 200-212), EPA retains the right to a worldwide, nonexclusive, irrevocable, paid license to practice the invention elected by the managing and operating contractor, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the laws mandated by the Bayh-Dole Act, the recipient shall utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports shall be submitted through the system. As required by PL 106-107, a single common Internet web form will soon be available on the iEdison website. Thereafter, the recipient must use the web form to submit the summary report of inventions prior to the close-out of the assistance agreement.

In accordance with Executive Order 12618, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector; and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

Supplement for Part 30 recipients: All contracts awarded by a recipient shall contain the rights to inventions provision, when applicable, as stipulated in the Appendix to 40 CFR Part 30.

31. Bidders List, 40 CFR, Section 33.501 (b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.